



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 16, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 August 16, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

APPROVAL OF BROKER SERVICES CONTRACT FOR CONTRACTORS LIABILITY INSURANCE PROGRAM AND SPECIAL EVENTS LIABILITY INSURANCE PROGRAM (ALL DISTRICTS – 3 VOTES)

SUBJECT

This letter seeks your Board's authorization to purchase commercial general liability insurance for the Contractors Liability Insurance Program and the Special Events Liability Insurance Program, for the period of September 1, 2011 through August 31, 2016.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the purchase of blanket commercial general liability insurance for the Contractors Liability Insurance Program (SPARTA) and the Special Events Liability Insurance Program (SELIP), through Merriwether & Williams Insurance Services (Merriwether & Williams), at an annual cost of \$1,787.50, subject to anniversary premium adjustments or changes in the County of Los Angeles (County) operations, for the period of September 1, 2011 through August 31, 2016, with two, one-year renewal options at the sole option of the County.
2. Approve and instruct the Mayor to sign the attached Broker Services Contract with Merriwether & Williams, to administer the SPARTA and SELIP Programs for a term of five years, commencing on September 1, 2011, with two, one-year renewal options exercisable by the Chief Executive Officer (CEO) or the County Risk Manager.
3. Instruct the Auditor-Controller to pay program costs, adjustments, deductible amounts, and related loss expenditures under the Broker Services Contract, as invoiced and validated by the CEO.

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to reinstate the County's SPARTA and SELIP programs that were previously provided under contract with Municipality Insurance Service (Municipality). In February 2011, Municipality informed the CEO that they had closed their business. The CEO has just completed a solicitation to find another contractor to resume these programs. Descriptions of the two insurance programs are as follows:

SPARTA

County Contractors are required to indemnify the County and to maintain appropriate insurance, including general and automobile liability coverage, in order to protect the County from assuming indemnity and legal costs associated with claims and lawsuits arising from the Contractor's operations. Some small- or newly-formed businesses have been unable to secure, afford, or fully meet the County's liability insurance requirements, which resulted in departments assuming financial responsibility for liability costs. It has also made it difficult for these firms to compete on an equal footing with larger firms and participate in County contracting opportunities. This program will assist these Contractors (which may include minority, women-owned, and other disadvantaged business enterprises) in satisfying the County's requirements.

SELIP

Special event sponsors are also required to indemnify the County and maintain general liability insurance for events held on County property. Community groups, small businesses, and certain other events sponsors may be unable to secure, afford, or fully meet the County's liability insurance requirements, and thus, are unable to utilize County facilities. This program will assist these event sponsors in obtaining the appropriate liability insurance and satisfying the County's requirements.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal in the areas of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3), by offering an affordable option to small contractors and special event coordinators for obtaining County required liability insurance coverage.

FISCAL IMPACT/FINANCING

SPARTA

The annual premium to establish and maintain the SPARTA master blanket insurance policy will be \$1,000, plus \$282.50 for the insurer policy fee and taxes, for a total of \$1,282.50. Insurance premium costs will be financed through charges assessed against the participating contractors. The policy premium of \$1,000 is fully refundable if more than \$1,000 in charges is written into the program within the annual policy period. The program will provide a coverage limit of \$1 million per occurrence, insuring against third party liability arising from contractor activities associated with their County contract, and premium rates will be based upon the scope of work to be performed. Subcontractors to participating prime contractors are also eligible for this coverage. Coverage will be subject to a deductible of \$500 per claim, which will be assessed

against the responsible contractor. In the event the contractor is unable to pay the deductible, it will be charged to the department contracting for services. County departments may choose to recover deductible payments from the contractor in any manner they determine appropriate.

SELIP

The annual premium to establish and maintain the SELIP master blanket insurance policy will be \$505. Insurance premium costs will be financed through premium charges assessed against participating special event sponsors. The policy premium of \$505 is fully refundable if more than \$505 in premium charges are written into the program within the annual policy period. The program will provide a coverage limit of \$1 million per occurrence, insuring against third party liability arising from events sponsored by outside parties at County facilities, and premium rates will be based on the type of special event. Coverage will not have a deductible.

Separate funding for the total cost of \$1,787.50 for both programs is included in the Fiscal Year 2011-12 Insurance Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor, event sponsors, and department participation is entirely voluntary. Contractors and event sponsors will submit applications for coverage directly to Merriwether & Williams, who will then provide quotes and issue certificates of insurance. The policies exclude coverage for pollution liability, and "high risk" contracting operations, such as aircraft maintenance, earthquake retro-fitting, and water main construction. The Merriwether & Williams' SPARTA program is presently utilized by over 100 public entities, including the City of Los Angeles, the City of Alhambra, and the Orange County Department of Education. The SELIP program currently has almost 600 public entity users.

The contract has been reviewed and approved as to form by County Counsel. This is not a Proposition A contract; therefore, it is not subject to the County Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

On March 30, 2011, the CEO released a Request for Proposals (RFP) to solicit responses for broker services for the SPARTA and SELIP programs. The RFP was posted on the County's "Doing Business With Us" website and notice of the RFP's release was directly sent to 97 vendors on the CEO's broker services mailing list.

Two proposals were received for the SPARTA program and three proposals were received for the SELIP program. The proposals were evaluated by a committee comprised of two CEO Risk Management Branch staff and one staff from the Department of Beaches and Harbors. The proposals were rated as to the vendor's qualifications, broker services design, and cost. The Merriwether & Williams' proposals for both the SPARTA and SELIP programs were rated highest. One vendor requested a debriefing after being notified of the intended contract award; however, none elected to pursue any further stages of the protest process.

Honorable Board of Supervisors
August 16, 2011
Page 4

IMPACT ON CURRENT SERVICES

Reinstatement of the SPARTA and SELIP programs will assist contractors and special event sponsors who otherwise might be unable to obtain liability insurance that satisfies County requirements.

CONCLUSION

Upon approval by your Board, please return two signed originals of the Contract and one adopted-stamped copy of the letter to the CEO Risk Management Branch, attention Laurie Milhiser, County Risk Manager.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES
LM:RLC:OS:sg

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MERRIWETHER & WILLIAMS INSURANCE SERVICES

FOR

**CONTRACTORS LIABILITY INSURANCE PROGRAM AND
SPECIAL EVENTS LIABILITY INSURANCE PROGRAM**

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- COUNTY	5
6.1	COUNTY'S PROJECT DIRECTOR	5
6.2	COUNTY'S PROJECT MANAGER	5
6.3	COUNTY'S CONTRACT PROJECT MONITOR	5
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	6
7.1	CONTRACTOR'S PROJECT MANAGER	6
7.2	APPROVAL OF CONTRACTOR'S STAFF	6
7.3	INTENTIONALLY OMITTED	6
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	6
7.5	CONFIDENTIALITY	7
8.0	STANDARD TERMS AND CONDITIONS	8
8.1	AMENDMENTS	8
8.2	ASSIGNMENT AND DELEGATION	8
8.3	AUTHORIZATION WARRANTY	9
8.4	BUDGET REDUCTIONS	9
8.5	COMPLAINTS	9
8.6	COMPLIANCE WITH APPLICABLE LAW	10
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	11
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	11
8.9	CONFLICT OF INTEREST	12
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	13
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	13
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	13

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	15
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	16
8.15	COUNTY'S QUALITY ASSURANCE PLAN	16
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	16
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	17
8.18	FACSIMILE REPRESENTATIONS	17
8.19	FAIR LABOR STANDARDS	17
8.20	FORCE MAJEURE	17
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	18
8.22	INDEPENDENT CONTRACTOR STATUS	18
8.23	INDEMNIFICATION	19
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	19
8.25	INSURANCE COVERAGE	23
8.26	LIQUIDATED DAMAGES	24
8.27	MOST FAVORED PUBLIC ENTITY	25
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	25
8.29	NON EXCLUSIVITY	26
8.30	NOTICE OF DELAYS	26
8.31	NOTICE OF DISPUTES	27
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	27
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	27
8.34	NOTICES	27
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	27
8.36	PUBLIC RECORDS ACT	27
8.37	PUBLICITY	28
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	29
8.39	RECYCLED BOND PAPER	30
8.40	SUBCONTRACTING	30

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	31
8.42	TERMINATION FOR CONVENIENCE	31
8.43	TERMINATION FOR DEFAULT	32
8.44	TERMINATION FOR IMPROPER CONSIDERATION	33
8.45	TERMINATION FOR INSOLVENCY	33
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	34
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	34
8.48	VALIDITY	34
8.49	WAIVER	34
8.50	WARRANTY AGAINST CONTINGENT FEES	35
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	35
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	35
8.53	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	35
SIGNATURES		37
<u>STANDARD EXHIBITS</u>		
A	STATEMENT OF WORK	
B	PRICING SCHEDULE	
C	CONTRACTOR'S PROPOSED INSURANCE PROGRAM	
D	CONTRACTOR'S EEO CERTIFICATION	
E	COUNTY'S ADMINISTRATION	
F	CONTRACTOR'S ADMINISTRATION	
G	FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION	
H	JURY SERVICE ORDINANCE	
I	SAFELY SURRENDERED BABY LAW	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MERRIWETHER & WILLIAMS INSURANCE SERVICES
FOR
CONTRACTORS LIABILITY INSURANCE PROGRAM AND
SPECIAL EVENTS LIABILITY INSURANCE PROGRAM**

This Contract and Exhibits made and entered into this 16th day of August, 2011 by and between the County of Los Angeles, hereinafter referred to as County and Merriwether & Williams Insurance Services, hereinafter referred to as Contractor. Merriwether & Williams is located at 523 West Sixth Street, Suite 650, Los Angeles, CA 90014.

RECITALS

WHEREAS, the County for broker services for its Contractors Liability Insurance Program and Special Events Liability Insurance Program; and

WHEREAS, the Contractor is a private firm specializing in providing such services and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

WHEREAS, such Contract is authorized pursuant to California Government Code 31000.8 and subject to the provisions of the Los Angeles County Charter;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

77632

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Insurance Program
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Broker of Record:** The brokerage firm selected through a competitive solicitation process to place coverage and administer a County insurance program for a designated period, also referred to as Contractor herein.
- 2.2 **Broker's Compensation:** A percentage of the amount of the insurance premium to be paid to the Contractor as full compensation for the placement and on-going administration of a County insurance program.
- 2.3 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.5 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.7 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **Department:** The Chief Executive Office
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Insurance Premium:** The amount due in one sum or periodically for an insurance policy that includes all taxes and fees, but excludes broker's compensation.
- 2.13 **Policy Period:** The period that the policy is in effect. Generally, the policy period is for a 12 month period but may be negotiated for longer periods.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work,.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing September 1, 2011 upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year period extensions, for a maximum total Contract term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer or County Risk Manager.

- 4.3 The Contractor shall notify the Chief Executive Office when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Chief Executive Office at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 Contractor shall provide all the services specified in Exhibit A - Statement of Work, for the commission agreed to be paid by the insurer(s) to the Contractor up to the maximum total commission rate of **10%** of the insurer's premium per policy period for Contractors Liability Insurance Program and **15%** of the insurer's premium per policy period for Special Events Liability Insurance Program. No amount shall be payable by County to Contractor.
- 5.2 The "Contract Sum" shall consist of the annual insurance premium, including all applicable taxes, and Commission which shall include any contingent commissions or rebates from any insurer for placing or renewing this insurance with insurer(s).
- 5.3 Contractor shall rebate to the County any and all commissions that exceed the above commission amount and provide a detailed accounting report that clearly documents the commission percentages and amounts for each participating insurer and any other documentation required by the County or its auditors. The accounting report shall include an acknowledgement by the Contractor's fiscal officer that the report is accurate and any and all commissions received by Contractor for placement of insurance under this Contract that exceeds the total commission amount is rebated to the County.
- 5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.5 No Payment for Services Provided Following Expiration/ Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor's invoice will identify by each insurer the premium, taxes, fees and commission in a format approved by the County Project Monitor.
- 5.6.2 Contractor shall provide any supporting documents required by the County Project Manager or Monitor to approve the invoice and authorize payment.
- 5.6.3 Contractor shall arrange to have the invoice with required supporting documentation delivered to the County Project Manager at least fifteen (15) working days before the premium payment is due to insurer(s).

5.7 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager or County Project Monitor prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Intentionally Omitted

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such

investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Chief Executive Officer.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Project Director or designee.
- 8.1.3 The Chief Executive Officer or County Risk Manager may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer or designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring

the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month

period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of

such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on

County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County

reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office/Risk Management Branch
3333 Wilshire Blvd., #820
Los Angeles, CA 90010
Attention: Olga Svitlynets

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01

A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix A, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While
- the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each

such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the CEO from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or

mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Executive Officer or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the

County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Chief Executive Office/Risk Management Branch
3333 Wilshire Blvd., #820
Los Angeles, CA 90010
Attention: Olga Svitlynets

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as

determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same

remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll)

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.53.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.53.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.53.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.53.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

MERRIWETHER & WILLIAMS INSURANCE
SERVICES

By Mike Antonovich

Mayor, Board of Supervisors

By Ingrid Meriwether

Name

President & CEO

Title



ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12

AUG 16 2011

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By Behnaz Jashakman
Deputy County Counsel

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	CONTRACTOR'S SERVICES	3
1.1	Renewal of Coverages	3
1.2	Administration of Policy(ies)	3
1.3	Claims Services	4
1.4	Other Services	5
2.0	CONTRACTOR'S PERSONNEL	5
3.0	CONTRACTOR'S AVAILABILITY	5
4.0	CONTRACTOR'S OFFICE	6
5.0	GREEN INITIATIVES	6
6.0	QUALITY ASSURANCE PLAN.....	6
7.0	PERFORMANCE EVALUATION SUMMARY.....	6
	TECHNICAL EXHIBIT 1 - CONTRACT DISCREPANCY REPORT	
	TECHNICAL EXHIBIT 2 - PERFORMANCE REQUIREMENTS SUMMARY CHART	
	TECHNICAL EXHIBIT 3 - INSURANCE SPECIFICATIONS AND REQUIREMENTS	

EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 CONTRACTOR'S SERVICES

Contractor shall provide the services required by the County including but not limited to the following:

1.1 Renewal of Coverages

- a. Assess insurance market condition and determine impact on program renewal and recommend any actions to be taken to minimize the impact of a "hard" market and maximize the opportunity of a "soft" market.
- b. Conduct or arrange for studies, reviews, analyses and inspections that may be needed by underwriters, and/or to determine adequacy of coverages and limits, as requested by County.
- c. Review program structure to ensure required coverages and limits are available at competitive costs and there are no gaps or overlaps in policies.
- d. Market program, obtain quotations, and place required insurance coverage with financially secure companies that meet County's qualifications at a cost effective premium.
- e. Control or limit of commissions and fees charged by wholesalers and other intermediaries, if wholesalers or other intermediaries are used.

1.2 Administration of Policy(ies)

- a. Comprehensive review of insurance binders, policies, endorsements, certificates and other documents to ensure work is complete and accurate and to advise of and correct any deficiency or non-compliance. Contractor shall evidence this comprehensive review by affixing the signature of an officer of their company to each page of the coverage documents.
- b. Evaluate and continue to monitor insurer's financial status, advise immediately of any downgrading of insurer's financial status, evaluate impact to the County and recommend actions to be taken to protect the County's interest.
- c. Provide early warning of rate and coverage changes and probable impact on County's program. Recommend coverage changes, as necessary.

- d. Service each policy issued under this program to the County. This includes, but is not limited to, processing all changes and endorsements and verifying the accuracy of invoices and certificates of insurance.
- e. Provide assistance with coverage questions, and consult with County regarding the coverages placed.
- f. Process in a timely manner and be responsible for any funds to or from the County that are entrusted to the Contractor until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond the Contract's expiration date until all the entrusted funds are received by the payees.
- g. Recommend methods or procedures that would more efficiently expedite the flow of information and documents.
- h. Provide a variety of periodic reports as required by the County to enable analysis of risks and coverages, compliance with insurance requirements and monitoring of claims and coverage limits; the reports shall include but not be limited to a listing of participating parties, participating County departments, listing of claims, allocation of premiums, listing of certificates issued., etc.
- i. Assist with insurance policy wording changes to meet the needs of the County when necessary.
- j. Provide objective performance measures and premium goal(s)/target(s) that can be used by County Program Manager to determine whether the County will exercise its option to extend the Broker Services Agreement. County has two one-year options to extend the Contract beyond the five year term.

1.3 Claims Services

Assist the County in management of claims and litigation to their conclusion by providing the full range of claims services at no additional cost. This would include, at a minimum, the following:

- a. Review the adequacy and timeliness of all loss runs and reports and make changes as needed.
- b. Provide expert assistance on coverage and policy interpretation relative to the claim and litigation.
- c. Assist the County in resolving all outstanding disputes and collect any resulting judgment or settlement payments owed the County in a timely manner.
- c. Attend meetings regarding the program's claims process or relating to any claim or litigation submitted under this insurance program.

1.4 Other Services

- a. Provide advisement on other insurance products/coverages if requested by the County.
- b. Provide, with the concurrence or at the request of the County's Program Manager, seminars and training sessions for the benefit of County personnel relating to commercial insurance programs.

2.0 CONTRACTOR'S PERSONNEL

2.1 Contractor's Program Manager

The Contractor's Program Manager shall be a full-time employee of Contractor, and any replacement of this Program Manager shall be subject to written approval by the County's Program Manager. The Contractor's Program Manager shall have overall responsibility for the performance of the Contractor's activities under the Contract and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Contract.

- 2.2 The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Contract. The Contractor shall ensure that its staff possesses the required professional licenses and certificates required by the State of California, and a sufficient number of competent personnel to adequately perform Contractor's services, as described in this Statement of Work, on a timely basis. The County may assess liquidated damages against the Contractor as specified in Subparagraph 8.25 of the Contract.

- 2.3 The County reserves the right to require replacement of the Contractor's personnel. The Contractor shall provide County with two week notice (10 business days) of any proposed changes in the Contractor's assigned personnel. In each instance, the Contractor shall provide the County Program Manager, or his/her designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

3.0 CONTRACTOR'S AVAILABILITY

- 3.1 Contractor shall maintain normal office hours from at least 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding County-recognized holidays. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.
- 3.2 Contractor's claims staff shall be accessible 24 hours a day, seven days a week, to the County Program Manager and/or other County staff for emergency consultation and immediate report of losses.

4.0 CONTRACTOR'S OFFICE

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its location, at least 30 business days prior to the effective date.

5.0 GREEN INITIATIVES

- 5.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 5.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

6.1 Annual Meetings

Contractor is required to attend a scheduled annual meeting.

6.2 Contract Discrepancy Report (Technical Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

7.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Technical Exhibit 2, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the Contract
- list required services
- indicate method of monitoring

- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.0 – Administration of Contract – Contactor	Contractor shall notify in writing of any change in name or address of the Contractor's Project Manager	Observation	\$50 per occurrence
Contract: Paragraph 7.5 – Confidentiality	Contractor Confidentiality Statements signed	Audit/Form on File	\$100 per occurrence
Contract: Sub-paragraph – 8.24.1 Evidence of Coverage and Notice to County	Contractor to notify County in writing within 24 hours of any accident or incident relating to services performed under this Contractor which may involve filing a lawsuit or claim against the Contractor and/or County	Observation and Documentation	\$500 if submitted more than 7 business days after Contractor's knowledge of claim or lawsuit
Contract Sub-paragraph 8.24.1 – Evidence of Coverage and Notice to County	Contractor fails to provide current insurance certificates after County's written request to the required address.	Receipt of Insurance certificates	\$100 per occurrence
Contract Paragraph 8.38 Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in section 8.35.	Inspection of Files	\$50 per occurrence
Contract Sub-paragraph 8.43 – Termination for Default	Contractor has materially breached contract; fails to perform tasks; fails to timely fulfill performance requirements.	Observation and Documentation	\$1,000
Statement of Work 1.2 Administration of Policies	Contractor shall submit monthly summary reports without errors	Observation and Documentation	\$50 per occurrence
Statement of Work Sub-paragraph 1.3 Claims Services	Contractor shall ensure attendance at meetings as requested.	Observation	\$50 per occurrence

**EXHIBIT A - SOW
TECHNICAL EXHIBIT 2**

Page 2 of 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Statement of Work Sub-Paragraph 2.2 Contractor Services	Contractor shall ensure employees are knowledgeable and competent to perform work under this Contract.	Inspection & Observation	\$50 per occurrence
Statement of Work Sub-Paragraph 2.2 Contractor Services	Contractor shall ensure staff possesses the required professional licenses and certificates.	Observation and Documentation	Notice to cure within 10 business days.

**COMMERCIAL INSURANCE SPECIFICATIONS AND REQUIREMENTS
FOR CONTRACTORS LIABILITY INSURANCE (I)
AND SPECIAL EVENTS LIABILITY INSURANCE (II)**

The following is an outline of specific coverages and policy requirements which should be considered as minimum requirements for each program, as follows: 1) Contractors Liability Insurance and, 2) Special Events Liability.

I. CONTRACTORS LIABILITY INSURANCE (SPARTA)

Note: For the purposes of this coverage, contractors, service providers, lessees and tenants shall be referred to collectively herein as "Contractors."

1. General Conditions

A. Named Insured

The Named Insured shall be: "County of Los Angeles, its Special Districts, elected and appointed officers, employees, agents, and all participating Service Providers, Contractors, Lessees or Tenants who rent or occupy facilities owned or operated by the County. "

B. Additional Insured

The underwriter shall, at the request of the Named Insureds, amend the policy to include additional parties as Insureds as respects liability arising from the operations and activities of the Named Insured(s).

C. Address of Insured

The primary mailing address for this coverage shall be:

County of Los Angeles
Chief Executive Office
Risk Management Branch
Risk Management Operations, Attn: Olga Svitlynets
3333 Wilshire Blvd., Suite 820
Los Angeles, CA 90010

2. Coverages and Limits

All insurance afforded by the policies will be written on an occurrence basis.

A. Primary General Liability

Coverage shall be written on ISO Commercial General Liability occurrence form CG 00 01, or its equivalent.

Limits of Liability shall be:

- \$2,000,000 general aggregate
- \$1,000,000 premises operations
- \$1,000,000 products/completed operations
- \$1,000,000 personal and advertising
- \$1,000,000 per occurrence
- \$ 50,000 fire damage legal liability

B. Non-Owned and Hired Auto Liability

Coverage shall be written on ISO Commercial Auto Liability occurrence form CA 00 01, or its equivalent, with Limits of Liability of at least \$1,000,000 each accident.

C. Professional Liability

Coverage shall also be available for "miscellaneous" professional liability which ordinarily is excluded under the commercial general liability policy. Limits of Liability shall be at least \$2,000,000 general aggregate limit, \$1,000,000 per occurrence limit.

3. Deductibles

A deductible of no greater than \$500, including claims adjustment expenses, is desired.

Any deductible(s) shall be applied on a per claim basis. Policies should provide that the participating Contractors will be financially responsible for all deductibles.

4. Policy Form

Contractor is not limited to using the existing policy. Contractor however must clearly identify and describe in their annual policy renewals any differences or variations between the existing policies and proposed policies.

5. Term of Insurance

The term for this insurance program is for a sixty (60) month period, commencing September 1, 2011 and extending to August 31, 2016. The terms of the insurance policies are to be for a minimum of 12 months. The insurance program may be extended for up to two 12 month periods at the County's option.

Coverage must be available to Contractors to purchase on an annual or per job/per contract specific basis.

6. Inspection of County Locations

It will be assumed that the underwriter(s) has been provided data or has made sufficient investigations, so as to be informed as to the extent and character of the hazards and the requirements of the specifications. To request additional information or inspection of County location, please contact your County Contract Manager.

7. Coverages/Perils Excluded

Policies must identify and describe any coverage restrictions, warranties or other conditions which limit or restrict coverage. Otherwise, it is assumed coverage will apply without limitation or restriction.

8. Notice of Cancellation

Policies must be endorsed to provide at least ninety (90) days written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate. Notices must be made by certified mail to the policyholder at the designated address.

9. Premiums

A. Premium Rating Schedule

Contractor should include a schedule which identifies the classification or "hazard" categories which will be utilized to develop premium quotes for Contractors on each annual renewal. The schedule also should provide coverage quotes for Contractors on an annual or per job/contract specific basis.

B. Deposit Premiums

Any required deposit premium(s) which must be paid by the County to establish the master policy or program should be clearly identified annually. Deposit premium quotations must include any applicable taxes and/or fees. It is the County's intent that the premiums paid by participating Contractors for this coverage be sufficient to fund program costs, so the master policy premium should be a working, refundable deposit premium meaning that once more than the deposit premium is written into the program during the course of the year, the initial deposit is applied to that statement. From that point, the deposit premium is eligible for refund to the County with broker commission.

10. Other Insurance

All insurance under this Contract shall at all times be considered primary over any other valid and collectible insurance which may be maintained or available to the County, except as may be noted in the County's specifications. However, this provision is not intended to restrict or limit underwriter's rights of subrogation against other parties which the County has not agreed to indemnify or name as additional insured under this insurance.

11. Premium Pro-Rate Cancellation

Premium charges and credits must be applied on a pro-rata basis and not on a "short rate". Cancellation of all or part of the policy or addition or deletion of exposure units will be based on a pro-rata premium adjustment. The underwriter agrees not to impose a surcharge or penalty should the County choose to cancel part or all of the policy at any time.

12. Conformity to Statute

Any policy(ies) terms and conditions which are in conflict with the statutes of the State of California or local jurisdictions must be amended to conform to such statutes. The contractor shall advise the named insured of any statute or provision required by law to be stated in or attached to the policy(ies) issued.

13. Waiver of Subrogation

Insurance shall not be invalidated because the County elects to waive, by contract or agreement, any or all rights of subrogation or recovery against any party for loss. It is the responsibility of the underwriters and not the County to pursue and collect subrogation and recoveries.

14. Breach and Compliance with Warranty

Insurance shall not be invalidated or affected by a breach or failure of the County or any insured to comply with any warranties or conditions which are unknown, beyond the control of, or not the responsibility of the County.

II. SPECIAL EVENTS LIABILITY (SELIP)

1. General Conditions

A. Named Insured

The Named Insured shall be: "County of Los Angeles, its Special Districts, elected and appointed officers, employees, agents, and all Special Events Participants." A separate endorsement as "Additional Named Insured," for the US Army Corps of Engineers will be provided upon the County's request.

B. Additional Insured

The "Additional Insured" endorsement would be limited to the exposures as covered under the Certificate of Insurance and the full disclosure as to the activities of the "Additional Insured" prior to determining if they could be endorsed to the policy.

C. Address of Insured

The primary mailing address for this coverage shall be:

County of Los Angeles
Chief Executive Office
Risk Management Branch
Risk Management Operations, Attn: Olga Svitlynets
3333 Wilshire Blvd., Suite 820
Los Angeles, CA 90010

2. Coverages and Limits

All insurance afforded by the policies will be written on an occurrence basis.

A. Primary General Liability

Coverage shall be written on ISO Commercial General Liability occurrence form CG 00 01, or its equivalent. Limits of Liability shall be:

\$1,000,000 general aggregate
\$1,000,000 premises operations
\$1,000,000 products/completed operations
\$1,000,000 personal and advertising
\$1,000,000 per occurrence
\$ 50,000 fire damage legal liability

3. Deductibles

A deductible of no greater than \$250, including claims adjustment expenses, is desired.

Any deductible(s) shall be applied on an occurrence basis and not on a per claim basis. Policies should provide that the participating Event Sponsors will be financially responsible for all deductibles.

4. Policy Form

Contractor is not limited to using the existing policy. Contractor however must clearly identify and describe in their annual policy renewals any differences or variations between the existing policies and proposed policies.

5. Term of Insurance

The term for this insurance program is for a sixty (60) month period, commencing September 1, 2011 and extending to August 31, 2016. The terms of the insurance policies are to be for a minimum of 12 months. The insurance program may be extended for up to two 12 month periods at the County's option.

Coverage must be available for Sponsors of both single day and multi-day events.

6. Inspection of County Locations

It will be assumed that the underwriter(s) has been provided data or has made sufficient investigations, so as to be informed as to the extent and character of the hazards and the requirements of the specifications. To request additional information or inspection of County location, please contact your County Contract Manager.

7. Coverages/Perils Excluded

Policies must identify and describe any coverage restrictions, warranties or other conditions which limit or restrict coverage. Otherwise, it is assumed coverage will apply without limitation or restriction.

8. Notice of Cancellation

Policy(ies) must be endorsed to provide at least ninety (90) days written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate. Notices must be made by certified mail to the policyholder at the designated address.

9. Discovery and Notice of Loss

The policies will contain an endorsement stipulating discovery and knowledge of any loss, damage, incident, or occurrence which may give rise to a claim or suit under this insurance will be deemed to occur when the County's Chief Executive Office, Risk Management Branch, Risk Management Operations Section becomes knowledgeable and informed of such incident or occurrence.

10. Premiums

A. Premium Rating Schedule

The policy should include a schedule which identifies the classification or "hazard" categories which will be utilized to develop event sponsor premium quotes. The schedule also should provide coverage quotes for Event Sponsors on a single or multi-day basis. This also would include events held on a periodic basis, usually weekly or monthly.

B. Deposit Premiums

Any required annual minimum or deposit premium(s) which must be paid by the County to establish the master policy or program should be clearly identified annually. Deposit premium quotations must include any applicable taxes and/or fees. It is the County's intent that the premiums paid by participating Event Sponsors for this coverage be sufficient to fund program costs, so the master policy premium should be a non-working, refundable deposit premium meaning that if more than the deposit premium is written into the program during the course of the year, the initial deposit is

fully refundable including broker commission at policy year end or can be rolled over and applied to the next year renewal.

11. Other Insurance

All insurance under this Contract shall at all times be considered primary over any other valid and collectible insurance which may be maintained or available to the County, except as may be noted in the County's specifications. However, this provision is not intended to restrict or limit underwriter's rights of subrogation against other parties which the County has not agreed to indemnify or name as additional insured under this insurance.

12. Premium Pro-Rate Cancellation

Premium charges and credits must be applied on a pro-rata basis and not on a "short rate". Cancellation of all or part of the policy or addition or deletion of exposure units will be based on a pro-rata premium adjustment. The underwriter agrees not to impose a surcharge or penalty should the County choose to cancel part or all of the policy at any time.

13. Conformity to Statute

Any policy(ies) terms and conditions which are in conflict with the statutes of the State of California or local jurisdictions must be amended to conform to such statutes. The proposer shall advise the named insured of any statute or provision required by law to be stated in or attached to the policy(ies) issued.

14. Waiver of Subrogation

Insurance shall not be invalidated because the County elects to waive, by contract or agreement, any or all rights of subrogation or recovery against any party for loss. It is the responsibility of the underwriters and not the County to pursue and collect subrogation and recoveries.

15. Breach and Compliance with Warranty

Insurance shall not be invalidated or affected by a breach or failure of the County or any insured to comply with any warranties or conditions which are unknown, beyond the control of, or not the responsibility of the County.

PRICING SCHEDULE

BROKER'S QUOTE AND COMPENSATION FORM

This is the amount of annual premium and broker compensation to be paid by County to establish and maintain the master blanket policy.

	Contractors Liability Insurance Program	Special Events Liability Insurance Program
Estimated Insurance Premium (exclude broker's commission, taxes, and fees)	\$ 900.00*	\$ 429.25**
Broker Commission (must indicate \$ amount and % rate)	\$ 100.00* / <u>10%</u>	\$ 75.75** / <u>15%</u>
Estimated taxes and fees	\$ 282.50	\$ None
Total	\$1,282.50*	\$ 505.00**

* The total deposit premium for the annual Contractor's Liability Master Policy is \$1,000.00 plus non-refundable insurer policy fee of \$250.00 plus surplus lines taxes and fees (3.25%) of \$32.50 for a total of \$1,282.50. The master policy premium of \$1,000.00 is a working, refundable deposit premium meaning that once more than the deposit premium is written into the program during the course of the year, the initial deposit is applied to that statement. From that point, it is eligible for refund to the County with broker commission.

**The total deposit premium for the annual Special Events Liability Master Policy is \$500.00 plus a TRIA policy premium (0.9% rounded to nearest dollar) of \$5.00 bringing the total to \$505.00 at renewal. This is a non-working, refundable deposit premium meaning that if more than the deposit premium is written into the program during the course of the year, the initial deposit is fully refundable including broker commission at policy year end or can be rolled over and applied to the next years' renewal.

PREMIUM QUOTATION BY HAZARD CATEGORY

Contractors Liability Insurance Program (SPARTA)

Exposures for the Contractors Liability Insurance Program will be divided into six (6) hazard classes based on exposure:

- **Hazard I - Service Providers**
- **Hazard IA –Tenants**
- **Hazard IB - Vendors and Push Carts**
- **Hazard II - Artisan Contractors & Tradesman**
- **Hazard IIB - General Liability with Professional Liability**
- **Hazard III - Prohibited Operations**

Hazard Class I - Service Operations will be classified as Hazard I exposures with an applicable premium rate* of 0.75% of the contract value. Contracts with 90 days or less in duration and \$100,000 or less in contract value are subject to the following minimum premium schedule:

Contract Value	Minimum Premium*
0-\$12,500	\$350.00
\$12,501-\$25,000	\$425.00
\$25,001-\$37,500	\$500.00
\$37,501-\$100,000	\$650.00

**Premium does not include applicable Surplus Lines Taxes and Fees of 3.25%.*

Contracts exceeding 90 days, but with less than \$100,000 in contract value will be charged \$75.00* for each additional month not to exceed an annual charge of \$950.00*. Minimum annual premium for this class will be \$950.00* plus SLA Taxes and Fees.

Representative Hazard Class I Categories (To Include, But Not Limited To):

- Caterers (With no public exposure)
- Computer software (incl. Training classes)
- Distributors
- Electronic data processing
- Express Companies
- Freight forwarders
- Laundries
- Mailing/addressing companies
- Office machine service/repair
- Office machine installation
- Paper products distributors
- Photographers
- Printers
- Temp. employment agencies (clerical only)
- Rental companies (no autos or equipment)
- Uniform suppliers
- Vending machine operations

1. *Hazard Class I Risks with Contract Values > \$100,000 require insurer approval.*
2. *Class I Risks including Professional Liability Will Be Classified and Rated as Class II B.*

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Contractors Liability Insurance Program (Continued)

Hazard Class IA – Tenants was designed for risks that lease, rent, or occupy space owned by the County. It provides the full SPARTA coverage limits with the stipulation that products may be excluded if they are determined by the underwriter to be too hazardous (should products be excluded the certificate and quotation will be clearly noted). The premium is based on the number of square feet occupied and can be written short term or annually.

Rates and minimum premiums are as follows*:

- **Building or Premises** - \$75.00 per month per 1,000 sq. ft. occupied or
\$350.00 per 1,000 sq. ft. occupied annually
Annual Minimum Premium \$950.00
- **Parking - Private –**
County property rented to others: \$25.00 per vehicle per day or
\$350.00 per vehicle annually
Annual Minimum Premium \$950.00
- ****Parks or open land-rented or leased to others:** \$250.00 per day or
\$350.00 per acre annually
Annual Minimum Premium \$950.00

**Premium does not include applicable Surplus Lines Taxes and Fees of 3.25%.*

***Parks that host or sponsor athletic events or playing fields are excluded.*

Hazard Class IB – Vendors and Pushcarts was designed for pushcart, snack bars and kiosks occupying space on County property. They must be licensed by the County and have a permit. Food service occupancies must have a current Health Department Permit. The premium basis is per location. Rating classes are as follows with coverage purchased biannually or annually:

Vendors, pushcarts, snack bars and kiosks selling non-food items or food packaged and process by others and not heated or reheated will be charged \$250.00 annually*.

Vendors, pushcarts, snack bars and kiosks selling food items that are heated, reheated, cooked or packaged by the vendor will be charged \$275.00 annually*.

**Premium does not include applicable Surplus Lines Taxes and Fees of 3.25%*

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Contractors Liability Insurance Program (Continued)

Hazard Class II - Artisan Contractors and Tradesman will be classified as Hazard II exposures applicable rate* of 1.00% of the contract value. Contracts with 90 days or less in duration and \$100,000 or less in contract value are subject to the following minimum premium schedule:

Contract Values	Minimum Premiums*
0-\$ 16,250	\$450.00
\$16,251-\$ 33,000	\$650.00
\$33,001-\$ 50,000	\$825.00
\$50,001-\$ 100,000	\$950.00

**Premium does not include applicable Surplus Lines Taxes and Fees of 3.25%.*

Contracts exceeding 90 days but with contract values of \$100,000 or less will be charged a flat \$55.00* for each additional month not to exceed an annual minimum premium of \$1,000.00*, plus SLA tax and fee. The annual minimum premium for this class will be \$1,000.00* plus SLA tax and fee.

Hazard Class II Risks with Contract Values > \$100,000 require insurer approval.

Class II Risks including Professional Liability will be classified and rated as Class II B.

. PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Contractors Liability Insurance Program (Continued)

Representative Hazard Class II Categories (To include but not limited to the following):

- Alarm installation, service or repair
- Cabinetmakers
- Cable or telephone system installation
- Carpentry-all classes
- Carpet cleaning and installation
- Caterers (with public exposure)
- Communications equipment installation
- Cement or concrete floors
- Conduit construction – new inside
- Conduit Construction – service
- Debris removal
- Decorating
- Door/window installation/repair
- Drywall installation or repair
- Electrical work within buildings
- Fence installation or repair
- Fire extinguisher service
- Fire suppression systems - new
- Fire suppression systems - repair
- Floor covering installation
- Furniture or fixture - installation
- Furniture or fixture – repair
- Glass installation
- Graffiti removal
- Heating, air conditioning installation, service or repair
- Janitorial service
- Landscaping, lawn care, gardening, tree trimming
- Locksmiths
- Metal erection-artistic or decorative
- Masonry work
- Modular building erection
- Painting-interior
- Painting-exterior under three (3) stories
- Paper hanging
- Security guards- unarmed, excluding rock concerts
- Security guards – unarmed, excluding sporting events
- Security guards- unarmed, excluding airports
- Plumbing
- Sheet metal work
- Sign painting, lettering – inside, under two (2) stories
- Tile, stone or marble installation
- Window cleaning-interior
- Window cleaning-exterior under three (3) stories

The following additional recurring classes must be submitted to insurer for approval:

Pest Control, Concrete Construction, Consultants with Public Exposure, Excavation, and Grading of Land. Residential construction contractors are wholly excluded from this program.

Note: General Contractors may be written provided work being performed conforms with program guidelines and subcontractors hired by them are also certificate holders in the program or provide proof of insurance naming County as "Additional Insured".

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Contractors Liability Insurance Program (Continued)

Hazard IIB - Commercial General Liability written with Miscellaneous Professional Liability for operations eligible for coverage under the exposures listed in Hazard Classes I & II. The Commercial General Liability rate will be 1.25% of the annual contract value subject to a \$1,250.00 minimum annual premium; Professional Liability will also be 1.25% of the annual contract value subject to a minimum premium of \$1,250.00 (each plus SLA Taxes and Fees).

Hazard Class III – Prohibited Operations are not eligible for the program and are as follows:

- Airport control tower:
 - Construction or repair
 - Equipment Installation
 - Equipment Service or Repair
- Airport runway construction
- Airport runway service or repair
- Airport security
- Aircraft service or maintenance
- Ambulance services
- Alarm monitoring
- Blasting operations
- Boat or shipbuilding
- Bridge or elevated civil construction
- Building structure raising or moving
- Caisson or cofferdam work
- Construction of buildings > one story
- Dredging
- Drilling
- Earthquake Retrofitting
- Electric light or power line construction
- Elevator repair, service or installation
- Emergency or rescue services
- Fire proofing
- Fire suppression installation or repair
- Garbage, ash or refuse collection
- Gas mains or connections construction
- Homes, halfway house, similar facilities
- Metal work or erection – structural
- Parks hosting, sponsor athletic events
- Parks hosting, sponsor playing fields
- Pier or dock construction or repair
- Pile driving
- Pipeline construction or installation
- Printers E&O
- Railroad construction or repair
- Residential Construction Operations
- Tank construction or installation
- Street, road or highway construction
- Street paving or repaving
- Primary construction of the following:
 - Steam mains or connections
 - Sewer main or drain construction
 - Water or sewer man construction
 - Underpinning of structures

Certificates and Evidence of Insurance

All Commercial General Liability will have a fully earned Certificate fee based on 1% of the premium written with a \$100.00 minimum fee. For each additional line of coverage written, an additional Certificate fee of 1% of the premium written with a \$100.00 minimum will also apply.

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Special Events Liability (SELIP)

Exposures for the Special Events Liability Insurance Program will be divided into four (4) hazard classes based on exposure:

- Hazard Class I – Low or Minimal Exposure
- Hazard Class II – Medium or Average Exposure
- Hazard Class III – High Exposure
- Hazard Class IV – Hazardous Exposure, Eligible But Require Insurer Approval
- Hazard Class V – Hazardous and Outside of Program Guideline, Require Individual Underwriting and Insurer Approval

Premium for individual event certificate holders will be determined by the Hazard Class and Total Event Attendance (Attendance Per Day times Number of Days) per the following rating tables for Events Lasting 1-4 Total Days and Events Lasting 5 or More Total Days:

Table 1 – Total Event Rates (1-4 Total Days)

Total Attendance (Spectators Plus Participants)	Hazard Class I*	Hazard Class II*	Hazard Class III*	Additional Liquor Liability Premium* (If Required)
a. 1 - 50	\$60.00	\$125.00	\$175.00	\$100.00
b. 51 - 100	\$75.00	\$125.00	\$175.00	\$100.00
c. 101 - 500	\$125.00	\$175.00	\$225.00	\$200.00
d. 501 - 1500	\$175.00	\$225.00	\$325.00	\$275.00
e. 1501 - 3000	\$225.00	\$325.00	\$425.00	\$375.00
f. 3001 - 5000	\$300.00	\$425.00	\$625.00	\$500.00
g. 5001+ (Rate Per Person)	Refer to Insurer	Refer to Insurer	Refer to Insurer	Refer to Insurer

*Premium rates do not include, but are subject to 0.9% TRIA charge not included in the above.

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Special Events Liability (Continued)

Table 2 – Total Event Rates (5 or More Total Days)

Total Attendance (Spectators Plus Participants)	Hazard Class I*	Hazard Class II*	Hazard Class III*	Additional Liquor Liability Premium* (if Required)
a. 1 - 100	\$125.00	\$225.00	\$300.00	\$125.00
b. 101 - 500	\$175.00	\$275.00	\$375.00	\$275.00
c. 501 - 1500	\$250.00	\$375.00	\$475.00	\$450.00
d. 1501 - 3000	\$350.00	\$475.00	\$575.00	\$600.00
e. 3001 - 5000	\$450.00	\$650.00	\$775.00	\$750.00
f. 5001+ (Rate Per Person)	Refer to Insurer	Refer to Insurer	Refer to Insurer	Refer to Insurer

*Premium rates do not include, but are subject to 0.9% TRIA charge not included in the above.

Vendors, Exhibitors and Concessionaires can also be covered under the Special Events Liability Program subject to the following rate schedule:

Table 3 – Vendors Liability Rate Schedule

Exhibitors	<i>No Sales</i>	\$55 Per Day/Per Exhibitor Up To A Maximum of \$300 Per Day*
Concessionaires	<i>Non-Food Sales</i>	\$80 Per Day/Per Exhibitor Up To A Maximum of \$425 Per Day*
Concessionaires	<i>Food Sales</i>	\$90 Per Day/Per Exhibitor Up To A Maximum of \$475 Per Day*
Attractions	<i>Performers</i>	\$185 Per Day/Per Exhibitor Up To A Maximum of \$950 Per Day*

*Premium rates do not include, but are subject to 0.9% TRIA charge not included in the above.

Certificates and Evidence of Insurance

A certificate fee will be charged based on primary premiums as follows:

Premium Ranges	Certificate Fee
\$35.00 to \$65.00	\$15.00
\$65.01 to \$100.00	\$25.00
\$100.01 to \$500.00	\$35.00
\$500.01 to \$1,000.00	\$50.00
\$1,000.01 and Above	\$100.00

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Special Events Liability (Continued)

Hazard Class I Representative Categories

- Anniversary Parties
- Antique Shows
- Art Festivals
- Art Shows
- Auctions
- Auto Shows
- Award Presentations
- Baby Shower
- Ballets or other Classical Dance Shows
- Banquets
- Baptisms
- Bar Mitzvahs/Bat Mitzvahs
- Bazaars
- Beauty Pageants
- Body Building Contests
- Business Meetings
- Business Shows
- Birthday Parties
- Camera Shows
- Card Shows
- Casino Nights
- Charity Benefits, Auctions, or Sales
- Church Services or Meetings
- Civic Club Meetings
- Computer Shows
- Concerts – Celtic, Chamber, Holidays
- Concerts – Classical, Indoors
- Consumer Shows
- Conventions in Buildings
- Craft Shows
- Debuts
- Debutante Balls
- Drill Team Exhibitions
- Educational Exhibitions
- Educational Conventions
- Electronics Conventions
- Fashion Shows
- Fishing Events
- Flower and Garden Shows
- Fundraising Dinners
- Graduations
- Harvest Festivals (No farm equipment/implements)
- Holiday Events and Parties
- Home Shows
- Jam and Jazz Concerts – Indoors
- Job Fair – Indoors
- Ladies Club Events
- Lectures
- Luncheons
- Meetings – Indoors
- Mobile Home/RV Shows
- Pageants
- Professional and Amateur Association Meetings
- Quinceanera
- Recitals
- Reunions – Indoors
- Séances
- Scouting Jamborees – No overnight camping
- Seminars
- Social Receptions
- Speaking Engagements
- Store Openings
- Symphony Concerts
- Teleconferences
- Telethons
- Trade Shows – Indoors
- Vacation Shows
- Voter Registration
- Wedding Receptions

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Special Events Liability (Continued)

Hazard Class II Representative Categories

- Bingo Games
- Card Games
- Carnivals – School, No Mechanical Events
- Chess Tournament
- Concerts – Classical, Outdoors
- Concerts – 50s, 60s, 70s, 80s Music
- Concerts – Blues, Country, Folk, Funk, Motown
- Domestic Animal Shows
- Festivals and Cultural Events – Indoors
- Fishing Events
- Golfing Events – Non-professional
- Jam and Jazz Concerts – Outdoors
- Job Fairs – Outdoors
- Meetings – Outdoors
- Picnics -grounds without pools or lakes
- Political Rallies
- Reunions – Outdoors
- School Band – Competitions or Events
- Soap Box Derbies
- Social Gathering – Outdoor
- Trade Shows – Outdoors
- Union Meetings
- Video Game Contest

Hazard Class III Representative Categories

- Aerobics and Jazzercise Classes or Events
- Amateur Rodeo and Roping
- Baseball – amateur
- Basketball – amateur
- Bicycle Rallies (Not Including Races/Offroad)
- Block Parties (Under 5000 Spectators)
- Boxing, Wrestling, Hockey, Football – amateur
- Cheerleading Events - No Pyramids
- Casino and Lounge Shows
- Comedy Shows
- Company or Corporate Retreats
- Concerts – Pop Cover Bands
- Country Western Events – No rodeos or rides
- Country Festivals and Fairs – No rides
- Festivals and Cultural Events – Outdoors
- Film Screenings and Showings
- Heads of State (Local) Events
- Ice Skating Shows
- Junior Athletic Games
- Karate Meets – amateur
- Livestock Shows
- Marathons (less than 500 attendees)
- Movie Release Party
- New Years Party (private/invite only)
- Nightclub Shows
- Parades – Under 5000 Spectators
- Proms
- Softball Events
- Sporting Events – Indoor, amateur
- Talent Show – No rap, hip hop, metal
- Theatrical Stage Performances
- Volleyball Events – amateur
- Wine Tasting

PREMIUM QUOTATION BY HAZARD CATEGORY (CONTINUED)

Special Events Liability (Continued)

Hazard Class IV Representative Categories (Eligible, Require Insurer Approval)

- Aircraft and Balloon Events
- Animal Acts and Shows
- Any event with daily attendance over 5,000
- Any risk with Prior Losses
- Anything not otherwise classified in the guide
- Armed private security used at an event
- Block Parties / Street Closures / Street Fairs
- Boat Shows
- Boxing, Wrestling, Hockey and Football Games
- Carnivals
- Circus and Carnivals – Non Domesticated Animals
- Concerts – Not Otherwise Classified
- Evangelistic Meetings
- Exhibitions
- Film Production
- Gun and Knife Shows
- Gymnastic Competitions
- Instructional Classes
- Marathon (Walking, Running, etc.)
- Mechanical Amusement Devices
- Mobile Home Shows
- Motorized Sporting Events
- Overnight Camping
- Professional Sporting Activities
- Promoters
- Pyrotechnics
- Rap and/or Heavy Metal
- Rodeos and Roping Events
- Rummage Sales
- RV Shows
- Sidewalk Sales
- Ski Events
- Swap Meets
- Swimming, Swimming Pool Facilities
- Water Activities or Events
- Tractor Trailer Pulls

Hazard Class V Representative Categories (Restricted Categories)

- Bungee Jumping
- Hang Gliding
- Hot Air Balloon Rides
- Luge
- Mechanical Bulls
- Mosh Pits
- Parachuting
- Parasailing
- Saddle Animals
- Skateboarding
- Skycoaster
- Slam Dancing
- Tobogganing
- Trampolines

COMMERCIAL INSURANCE DESIGN

Using the existing SPARTA Contractors Liability Insurance and Special Event Liability insurance programs as basis, we have confirmed the current availability of insurance coverage as highlighted in the following table:

	SPARTA Contractors Liability	Special Event Liability
Policy Form	Commercial General Liability ISO Form CG 00 01 12 07	Commercial General Liability ISO Form CG 00 01 12 07
Coverage Limits	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Products/ Completed Operations \$1,000,000 Personal and Advertising Injury \$ 100,000 Fire Damage (Any One Fire) \$ 5,000 Medical Expense <u>Additional Available Coverage</u> \$1,000,000 Professional Liability \$1,000,000 Non-Owned Automobile Liability	\$1,000,000 Per Occurrence No General Aggregate \$1,000,000 Products/ Completed Operations \$1,000,000 Personal and Advertising Injury \$ 100,000 Fire Damage (Any One Fire) \$ 5,000 Medical Expense <u>Liquor Liability Coverage</u> \$1,000,000 Each Common Cause \$1,000,000 General Aggregate
Policy Limits	No Aggregate Master Policy Limit	No Aggregate Master Policy Limit
Deductibles	\$500 Bodily Injury and Property Damage Per Claim	None
Insurance Company	Alterra Excess & Surplus Ins. Co. (Part of Alterra Group)	Employers Fire Insurance Co. (Part of OneBeacon Group)
Participation (%)	100%	100%
Financial Rating	AM Best Rated A XIV, Stable	AM Best Rated A XII, Stable

COMMERCIAL INSURANCE DESIGN (CONTINUED)

	SPARTA Contractors Liability*	Special Event Liability
Endorsed Exclusions/Restrictions	<ul style="list-style-type: none"> • Terrorism Available However Not Included In This Proposal • Designated NY Work • New Entities • Employment Related Practices • Designated Ongoing Operations – All Work in NY • Wrap Ups • Fungi or Bacteria • EIFS • Silica or Silica Related Dust • Construction Mgmt. E&O • Engineers, Architects, or Surveyors • Nuclear Energy Liability • Abuse or Molestation • Lead Contamination • Punitive Damages • Earth Movement • Asbestos • Pre-Tender Legal Fee • Pollution • Prior Work • Assault & Battery • Communicable Disease • Injury to Independent Contractors • Pre-existing or Progressive Damage or Defect • New Residential Construction • Cross Suits • Athletic or Sports Participants • Professional Liability* 	<ul style="list-style-type: none"> • Asbestos • Lead • Entertainment Industry Personal and Advertising Injury • Fireworks and Pyrotechnics • Performer Throwing, Kicking or Projecting Objects or Persons • Non-Performing Animals • Exhibitor or Concessionaire Comparative Advertising • Damages to Premises Rented to You For Seven Days or Less • Athletic or Sports Participants • Coverage C Medical Payments • Abuse or Molestation • Employment Related Practices • Pollution • Recording and Distribution of Material or Information • Punitive Damages Related to Terrorism • Nuclear Energy Liability

COMMERCIAL INSURANCE DESIGN (CONTINUED)

	SPARTA Contractor's Liability	Special Event Liability
Enhancements	<ul style="list-style-type: none"> • Professional Liability Available By Endorsement • Non-owned Auto Liability Available By Endorsement 	<ul style="list-style-type: none"> • Liquor Liability Available • Terrorism Included for All Master Policy Participants • Exhibitor, Concessionaire, Attraction Coverage Available • Pyrotechnic Carveback for Effects, Flashpots, etc. • Inclusion of Watercraft Less Than 51 Feet In Overall Length • Employee Definition Includes Leased/Temporary Worker • Limited Fungi or Bacteria

**Professional Liability is excluded from the Contractors General Liability policy, however is available by endorsement if eligible and elected for an additional premium charge.*

Sample policy forms and endorsements are attached in Proposal Exhibits 4 and 5 respectively for the Special Events Liability (SELIP) and Contractors Liability (SPARTA) Insurance Programs.

Master Policy Premium, Taxes and Fees – Special Events Liability (SELIP)

The total deposit premium for the annual Special Events Liability Master Policy is \$500.00 plus a TRIA policy premium (0.9% rounded to nearest dollar) of \$5.00 bringing the total to \$505.00 at renewal. This is a non-working, refundable deposit premium meaning that if more than the deposit premium is written into the program during the course of the year, the initial deposit is fully refundable at policy year end or can be rolled over to the next years' renewal.

Master Policy Premium, Taxes, and Fees – Contractors Liability (SPARTA)

The total deposit premium for the annual Contractors Liability Master Policy is \$1,000.00 plus insurer policy fee of \$250.00 plus surplus lines taxes and fees (3.25%) of \$32.50 for a total of \$1,282.50. The master policy premium of \$1,000.00 is a working, refundable deposit premium meaning that once more than the deposit premium is written into the program during the course of the year, the initial deposit is applied to that statement. From that point, it is eligible for refund to the County.

CONTRACTOR'S PROPOSED INSURANCE PROGRAM

***INCORPORATED BY REFERENCE –
MERRIWETHER & WILLIAMS' PROPOSAL
MAY 2011***

PROPOSER'S EEO CERTIFICATION

Merriwether & Williams Insurance Services, Inc.
Company Name

523 W. Sixth Street, Los Angeles, CA 90014
Address

94-3266041
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(x)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(x)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(x)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(x)	()

Ingrid Merriwether
Signature

May 9, 2011
Date

Ingrid Merriwether - President / CEO
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Reginald Crowell _____
Title: Manager, CEO _____
Address: 3333 Wilshire Blvd., Suite 820 _____
Los Angeles, CA 90010 _____
Telephone: 213-351-5363 _____ Facsimile: 213-252-0404 _____
E-Mail Address: rcrowell@ceo.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Kathryn Regan _____
Title: Chief Program Specialist, CEO _____
Address: 3333 Wilshire Blvd., Suite 820 _____
Los Angeles, CA 90010 _____
Telephone: 213-351-6420 _____ Facsimile: 213-252-0404 _____
E-Mail Address: kregan@ceo.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Olga Svitlynets _____
Title: Program Specialist II, CEO _____
Address: 3333 Wilshire Blvd., Suite 820 _____
Los Angeles, CA 90010 _____
Telephone: 213-738-2112 _____ Facsimile: 213-252-0404 _____
E-Mail Address: osvitlynets@ceo.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** MERRIWETHER & WILLIAMS INSURANCE SERVICES**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Jon Paulsen _____
Title: Manager, Business Development _____
Address: 523 West 6th Street, Suite 650 _____
Los Angeles, CA 90014 _____
Telephone: (213) 258-3081 _____
Facsimile: (213) 258-3099 _____
E-Mail Address: jpaulsen@imwis.com _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Ingrid Merriwether _____
Title: President and CEO _____
Address: 417 Montgomery Street, Suite 200 _____
San Francisco, CA 94104 _____
Telephone: (415) 986-3999 _____
Facsimile: (415) 986-4421 _____
E-Mail Address: Ingrid@imwis.com _____

Name: Rick Williams _____
Title: CFO _____
Address: 417 Montgomery Street, Suite 200 _____
San Francisco, CA 94104 _____
Telephone: (415) 986-3999 _____
Facsimile: (415) 986-4421 _____
E-Mail Address: rwilliams@imwis.com _____

Notices to Contractor shall be sent to the following:

Name: Tina King _____
Title: SVP, Client Services Manager _____
Address: 417 Montgomery Street, Suite 200 _____
San Francisco, CA 94104 _____
Telephone: (415) 986-3999 _____
Facsimile: (415) 986-4421 _____
E-Mail Address: tking@imwis.com _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Merriweather & Williams Insurance Services Contract No. _____

Employee Name Jon Paulsen

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Jon Paulsen

DATE: 07/19/11

PRINTED NAME: Jon Paulsen

POSITION: Manager, Business Development

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

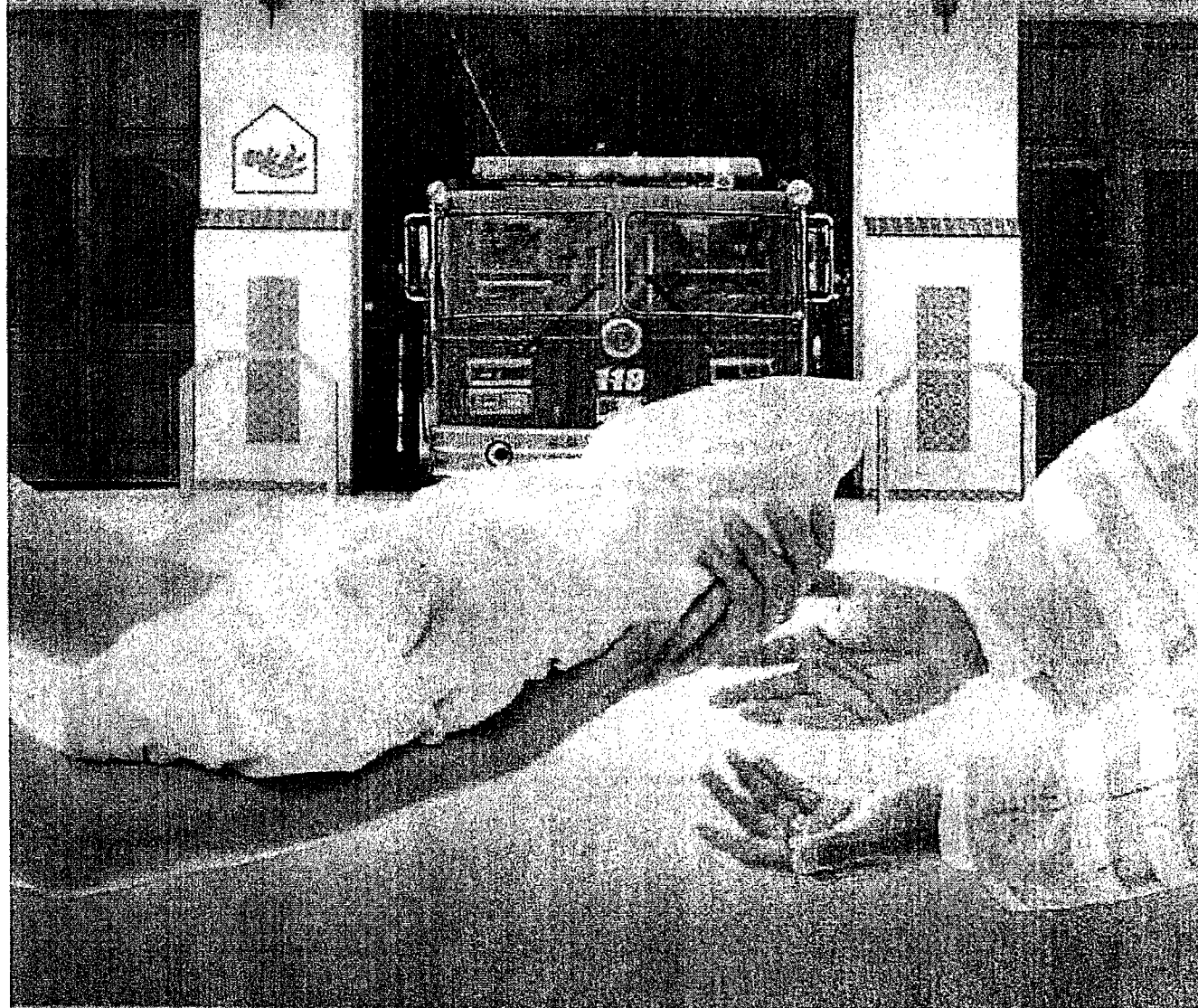
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-209-3723

www.baby-safe.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

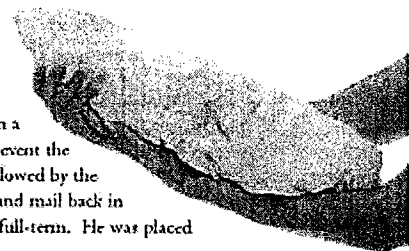
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9724

www.babysafe.org

Ley de Entrega de Bebés sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

